

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 19	
2. CONTRACT NO. W912DW-04-P-0392		3. AWARD/EFFECTIVE DATE 09-Sep-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-04-Q-0155	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PATRICIA A ORTIZ				b. TELEPHONE NUMBER (No Collect Calls) 206-764-3516	
9. ISSUED BY CODE W912DW  USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329  TEL: 206-764-3772 FAX: 206-764-6817		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STANDARD:				11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS Net 30 Days	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
15. DELIVER TO CODE FT. LEWIS PUBLIC WORKS BILLY CALVERT BLDG 2012 LIGGETT AVENUE FT. LEWIS WA 98432		16. ADMINISTERED BY CODE W912DW USA ENGINEER DISTRICT, SEATTLE PATRICIA ORTIZ PH: 206-764-3516 FAX: 206-764-6817 PATRICIA.A.ORTIZ@US.ARMY.MIL SEATTLE WA					
17a. CONTRACTOR/OFFEROR CODE 3GN65  MITCHBERG INC MERIDIAN CHEM-DRY CHRISTINA MACOMBER 11412 8TH ST E PUYALLUP WA 98372-1100  TEL. 253 927-4496 FACILITY CODE 3GN65		18a. PAYMENT WILL BE MADE BY CODE W66KQZ  US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA  See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  \$186,961.32	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMSSEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Elaine M Ebert</i>		14-Sep-2004	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  ELAINE M EBERT / CONTRACTING OFFICER  TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 19	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY ( <i>Print</i> )			
			42b. RECEIVED AT( <i>Location</i> )			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

## Section SF 1449 - CONTINUATION SHEET

NOTESWEB INVOICING SYSTEM (WINS)

WINS IS AN OPTIONAL ONLINE INVOICING SYSTEM PROVIDING DEPARTMENT OF DEFENSE VENDORS AN ELECTRONIC MEANS OF SUBMITTING INVOICES FOR PAYMENT. VENDOR REGISTRATION FOR WINS IS ACCOMPLISHED THROUGH THE FOLLOWING DFAS WEBSITE: [HTTPS://ECWEB.DFAS.MIL](https://ecweb.dfas.mil)

AT THE WEBSITE CLICK ON NEW ACCOUNT TO REGISTER AND SELECT "USACE" AS THE PAYMENT SYSTEM NAME. THE PAYMENT OFFICE CODE AND LOCATION IS "TO-UFC MILLINGTON". TO ESTABLISH AN ACCOUNT IN WINS, VENDORS MUST BE REGISTERED WITH THE CENTRAL CONTRACTOR REGISTRATION (CCR).

Partial Payments are authorized.

All work should be completed no later than 31 December 2004.

Submit copies of invoices to the address listed below:

FT. LEWIS PUBLIC WORKS  
Debbie Brenia  
BLDG 2012 LIGGETT AVENUE  
FT. LEWIS WA 98432  
TEL: 253-966-1733

Contracting Officer's Representative for this project is Mr. Billy Calvert, 253-966-1733.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	A1250-Review/Award Contrac FFP PROVIDE ALL MANAGEMENT, TOOLS, SUPPLIES, EQUIPMENT, AND LABOR NECESSARY TO PROVIDE ONE TIME CLEANING SERVICES TO STRIP, SEAL, AND WAX TILED FLOORS, CLEAN, AND SANITIZE ALL BATHROOMS, AND SHAMPOO EXISTING CARPETING AT BUILDINGS LISTED IN PARAGRAPH 1.6 AT FORT LEWIS, WA IN ACCORDANCE WITH STATEMENT OF WORK DATED 17 AUGUST 2004 AND THE WAGE DETERMINATION NO: 94-2567 REV (24), DATED 30 SEPTEMBER 2003. PURCHASE REQUEST NUMBER: W68MD9-4231-9401				
				NET AMT	\$0.00
	ACRN AA Funded Amount				\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		1	Lump Sum	\$57,588.48	\$57,588.48
	Funding Purposes Only				
	FFP				
	PURCHASE REQUEST NUMBER: W68MD9-4231-9401-0001				
				NET AMT	\$57,588.48
	ACRN AA Funded Amount				\$57,588.48

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		1	Lump Sum	\$129,372.84	\$129,372.84
	Funding Purposes Only				
	FFP				
	PURCHASE REQUEST NUMBER: W68MD9-4231-9401-0001				
				NET AMT	\$129,372.84
	ACRN AA Funded Amount				\$129,372.84

**Bid Schedule**  
**Floor Maintenance, and Latrine Cleaning.**

**A. Floor Maintenance**

Bldgs 3118, 3119 DER334J000 APC: MFMP	60,000 sq ft	<u>\$.225</u> per sf	<u>\$13,500.00</u>
Bldg 3122 DER364J000 APC: MFNE	30,000 sq ft	<u>\$.225</u> per sf	<u>\$6,750.00</u>
Bldg 3123 DER534J000 APC: MFMP	30,000 sq ft	<u>\$.225</u> per sf	<u>\$6,750.00</u>
Bldg 3124 DER534J000 APC: MFNE	30,000 sq ft	<u>\$.225</u> per sf	<u>\$6,750.00</u>
Bldgs 3215, 3216 DER494J000 APC: MFMP	60,000 sq ft	<u>\$.225</u> per sf	<u>\$13,500.00</u>
Bldgs 3278, 3279, 3280, 3281, 3283, 3284 DER504J000	180,000 sq ft	<u>\$.225</u> per sf	<u>\$40,500.00</u>

APC: MFNE

Bldgs 3413, 3414, 3415	120,000 sq ft	<u>\$.225</u> per sf	<u>\$27,000.00</u>
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DER514J000

APC: MFMP

Bldgs 3653, 3654, 3655, 3656, 3657	277,080 sq ft	<u>\$.225</u> per sf	<u>\$62,343.00</u>
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DER524J000

APC: MFMP

**B. Bathrooms**

Bldgs 3118, 3119	42	<u>\$21.36</u> per sf	<u>\$897.12</u>
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DER334J000

APC: MFMP

Bldg 3122	21	<u>\$21.36</u> per sf	<u>\$448.56</u>
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DER364J000

APC: MFNE

Bldg 3123	21	<u>\$21.36</u> per sf	<u>\$448.56</u>
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DER534J000

APC: MFMP

Bldg 3124	21	<u>\$21.36</u> per sf	<u>\$448.56</u>
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DER534J000

APC: MFNE

Bldgs 3215, 3216	42	<u>\$21.36</u> per sf	<u>\$897.12</u>
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DER494J000

APC: MFMP

Bldgs 3278, 3279, 3280, 3281, 3283, 3284	126	<u>\$21.36</u> per sf	<u>\$2,691.36</u>
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DER504J000

APC: MFNE

Bldgs 3413, 3414, 3415, 3416	84	<u>\$21.36</u> per sf	<u>\$1,794.24</u>
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DER514J000

APC: MFMP

Bldgs 3653, 3654, 3655, 3656, 3657	105	<u>\$21.36</u> per sf	<u>\$2,242.80</u>
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DER524J000  
APC: MFMP

## Statement of Work

August 17, 2004

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**1. BASIC SERVICES.** The contractor shall provide all management, tools, supplies, Equipment, and labor necessary to provide one time cleaning services to strip, seal, and wax tiled floors, clean, and sanitize all bathrooms, and shampoo existing carpeting at buildings listed in paragraph 1.6 at Fort Lewis, WA. Total work package consist of approximately 617,080 square feet. All work shall comply with Government and commercial standards.

**1.1 DESCRIPTION OF WORK:** Each building consist of three floors, these areas may be Vinyl Composite Tile flooring (VCT), Ceramic block, Ceramic Tile, or Carpeting.

**1.2 FURNITURE:** All rooms have furnishings that shall be moved and appropriately re-positioned after floor cleaning operations.

**1.3 FLOOR STRIP, SEAL, AND WAX:** All waxable floors shall be stripped, sealed, and waxed and have a uniform glossy appearance. A uniform glossy appearance is free of scuffmarks, streaks, heel marks, wax build-up, and other stains and discoloration. A non-skid wax is required. Any items or furniture moved to necessitate cleaning shall be returned to its original position.

**1.4 CARPET CLEANING:** All existing carpets shall be cleaned in accordance with standard commercial practices. After shampooing, the carpeted area shall be uniform in appearance and reasonably free of stains and discoloration. All cove base trim shall be free of cleaning solutions. Any items moved to clean carpets shall be returned to their original location. No cleaning will be required on newly installed carpeting.

**1.5 BATHROOMS.** Bathrooms shall be cleaned, disinfected, and sanitized in accordance with industry standards. All fixtures shall be thoroughly cleaned inside and out. Showers shall be free of residual soap scum, dirt, debris, and mold. Ceiling exhaust fans shall be cleaned and free of dust, and debris.

**1.6 WORK SCHEDULE:** Work may commence after receiving telephonic notification to proceed as each building becomes available for cleaning by Billy Calvert (253) 966-1733. The following is a list of buildings scheduled for cleaning.

Bldg. 3118	Bldg. 3283	Bldg. 3281	Bldg. 3656
Bldg. 3119	Bldg. 3215	Bldg. 3413	Bldg. 3657
Bldg. 3122	Bldg. 3216	Bldg. 3414	Bldg. 3655
Bldg. 3123	Bldg. 3278	Bldg. 3415	Bldg. 3280
Bldg. 3124	Bldg. 3279	Bldg. 3416	
Bldg. 3284	Bldg. 3653	Bldg. 3654	

1.6.1 Work is tentatively scheduled to begin September 2004 and be completed by December 31, 2004.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Building number: \_\_\_\_\_

Inspector: \_\_\_\_\_

**1<sup>st</sup> Floor;**

Furniture set-up and repositioned.

SAT \_\_\_\_\_ UNSAT \_\_\_\_\_ Comments \_\_\_\_\_

Floors cleaned, stripped, sealed, and waxed. Free of streaks, scuffmarks, heel marks, stains/discoloration, dirt or wax buildup in corners.

SAT \_\_\_\_\_ UNSAT \_\_\_\_\_ COMMENTS \_\_\_\_\_

Cove base clean, free of streaks, scuff marks, stains, and water spots.

SAT \_\_\_\_\_ UNSAT \_\_\_\_\_ Comments \_\_\_\_\_

Bathrooms cleaned and sanitized. All fixtures thoroughly cleaned, dry, free of streaks, and scum. Shower wall tiles, grout, and soap dish free of soap residue, scum, and mildew.

SAT \_\_\_\_\_ UNSAT \_\_\_\_\_ COMMENTS \_\_\_\_\_

Chrome cleaned and polished, free of standing water, smudges, dirt, and scum.

SAT \_\_\_\_\_ UNSAT \_\_\_\_\_ COMMENTS \_\_\_\_\_

Mirrors cleaned and polished, free of dust, prints, smudges, and streaks.

SAT \_\_\_\_\_ UNSAT \_\_\_\_\_ COMMENTS \_\_\_\_\_

**2<sup>nd</sup> Floor**

Furniture set-up and repositioned.

SAT \_\_\_\_\_ UNSAT \_\_\_\_\_ Comments \_\_\_\_\_

Floors cleaned, stripped, sealed, and waxed. Free of streaks, scuffmarks, heel marks, stains/discoloration, dirt or wax buildup in corners.

SAT \_\_\_\_\_ UNSAT \_\_\_\_\_ COMMENTS \_\_\_\_\_

Cove base clean, free of streaks, scuff marks, stains, and water spots.



SAT\_\_\_\_\_ UNSAT\_\_\_\_\_ Comments\_\_\_\_\_

Bathrooms cleaned and sanitized. All fixtures thoroughly cleaned, dry, free of streaks, and scum. Shower wall tiles, grout, and soap dish free of soap residue, scum, and mildew.

SAT\_\_\_\_\_ UNSAT\_\_\_\_\_ COMMENTS\_\_\_\_\_

Chrome cleaned and polished, free of standing water, smudges, dirt, and scum.

SAT\_\_\_\_\_ UNSAT\_\_\_\_\_ COMMENTS\_\_\_\_\_

Mirrors cleaned and polished, free of dust, prints, smudges, and streaks.

SAT\_\_\_\_\_ UNSAT\_\_\_\_\_ COMMENTS\_\_\_\_\_

### **3<sup>rd</sup> Floor**

Furniture set-up and repositioned.

SAT\_\_\_\_\_ UNSAT\_\_\_\_\_ Comments\_\_\_\_\_

Floors cleaned, stripped, sealed, and waxed. Free of streaks, scuffmarks, heel marks, stains/discoloration, dirt or wax buildup in corners.

SAT\_\_\_\_\_ UNSAT\_\_\_\_\_ COMMENTS\_\_\_\_\_

Cove base clean, free of streaks, scuff marks, stains, and water spots.

SAT\_\_\_\_\_ UNSAT\_\_\_\_\_ Comments\_\_\_\_\_

Bathrooms cleaned and sanitized. All fixtures thoroughly cleaned, dry, free of streaks, and scum. Shower wall tiles, grout, and soap dish free of soap residue, scum, and mildew.

SAT\_\_\_\_\_ UNSAT\_\_\_\_\_ COMMENTS\_\_\_\_\_

Chrome cleaned and polished, free of standing water, smudges, dirt, and scum.

SAT\_\_\_\_\_ UNSAT\_\_\_\_\_ COMMENTS\_\_\_\_\_

Mirrors cleaned and polished, free of dust, prints, smudges, and streaks.

SAT\_\_\_\_\_ UNSAT\_\_\_\_\_ COMMENTS\_\_\_\_\_

WAGE DETERMINATION NO: 94-2567 REV (24) AREA: WA, TACOMA

WAGE DETERMINATION NO: 94-2567 REV (24) AREA: WA, TACOMA  
 REGISTER OF WAGE DETERMINATIONS UNDER U. S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 WASHINGTON D. C. 20210

William W. Gross  
 Director

Division of  
 Wage Determinations

Wage Determination No.: 1994-2567  
 Revision No.: 24  
 Date Of Last Revision: 09/30/2003

State: Washington

Area: Washington Counties of Lewis, Pierce, Thurston

**Fringe Benefits Required Follow the Occupational Listing**	
OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.14
01012 - Accounting Clerk II	12.36
01013 - Accounting Clerk III	14.37
01014 - Accounting Clerk IV	16.36
01030 - Court Reporter	14.86
01050 - Dispatcher, Motor Vehicle	15.84
01060 - Document Preparation Clerk	12.70
01070 - Messenger (Courier)	10.13
01090 - Duplicating Machine Operator	12.70
01110 - Film/Tape Librarian	13.94
01115 - General Clerk I	9.45
01116 - General Clerk II	10.68
01117 - General Clerk III	13.68
01118 - General Clerk IV	15.04
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	11.43
01132 - Key Entry Operator II	13.24
01191 - Order Clerk I	11.69
01192 - Order Clerk II	12.76
01261 - Personnel Assistant (Employment) I	12.70
01262 - Personnel Assistant (Employment) II	14.10
01263 - Personnel Assistant (Employment) III	15.65
01264 - Personnel Assistant (Employment) IV	17.89
01270 - Production Control Clerk	17.35
01290 - Rental Clerk	12.63
01300 - Scheduler, Maintenance	14.07
01311 - Secretary I	13.70
01312 - Secretary II	14.86
01313 - Secretary III	16.52
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	14.79
01341 - Stenographer I	13.43
01342 - Stenographer II	15.26
01400 - Supply Technician	18.49
01420 - Survey Worker (Interviewer)	13.39
01460 - Switchboard Operator-Receptionist	11.22
01510 - Test Examiner	14.86
01520 - Test Proctor	14.86
01531 - Travel Clerk I	10.80
01532 - Travel Clerk II	11.76
01533 - Travel Clerk III	12.66
01611 - Word Processor I	12.70
01612 - Word Processor II	13.70
01613 - Word Processor III	14.86
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.50
03041 - Computer Operator I	14.50
03042 - Computer Operator II	16.40

03043 - Computer Operator III	17.89
03044 - Computer Operator IV	21.03
03045 - Computer Operator V	23.34
03071 - Computer Programmer I (1)	15.58
03072 - Computer Programmer II (1)	19.82
03073 - Computer Programmer III (1)	27.36
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.65
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.67
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.80
05010 - Automotive Glass Installer	20.46
05040 - Automotive Worker	20.46
05070 - Electrician, Automotive	21.78
05100 - Mobile Equipment Servicer	18.55
05130 - Motor Equipment Metal Mechanic	21.78
05160 - Motor Equipment Metal Worker	20.46
05190 - Motor Vehicle Mechanic	21.69
05220 - Motor Vehicle Mechanic Helper	18.55
05250 - Motor Vehicle Upholstery Worker	20.46
05280 - Motor Vehicle Wrecker	20.46
05310 - Painter, Automotive	21.12
05340 - Radiator Repair Specialist	20.46
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	21.78
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.22
07010 - Baker	12.37
07041 - Cook I	10.82
07042 - Cook II	11.87
07070 - Dishwasher	9.55
07130 - Meat Cutter	17.56
07250 - Waiter/Waitress	9.27
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.45
09040 - Furniture Handler	15.33
09070 - Furniture Refinisher	17.45
09100 - Furniture Refinisher Helper	15.33
09110 - Furniture Repairer, Minor	16.37
09130 - Upholsterer	16.91
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.28
11060 - Elevator Operator	10.38
11090 - Gardener	13.31
11121 - House Keeping Aid I	9.32
11122 - House Keeping Aid II	10.56
11150 - Janitor	10.56
11210 - Laborer, Grounds Maintenance	13.16
11240 - Maid or Houseman	9.32
11270 - Pest Controller	16.54
11300 - Refuse Collector	12.84
11330 - Tractor Operator	14.41
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12020 - Dental Assistant	13.97
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	16.60
12071 - Licensed Practical Nurse I	14.26
12072 - Licensed Practical Nurse II	15.98
12073 - Licensed Practical Nurse III	17.90
12100 - Medical Assistant	12.24
12130 - Medical Laboratory Technician	15.77
12160 - Medical Record Clerk	13.74
12190 - Medical Record Technician	14.57
12221 - Nursing Assistant I	9.12
12222 - Nursing Assistant II	10.11
12223 - Nursing Assistant III	11.22
12224 - Nursing Assistant IV	13.31
12250 - Pharmacy Technician	13.96
12280 - Phlebotomist	14.53
12311 - Registered Nurse I	18.60
12312 - Registered Nurse II	22.74
12313 - Registered Nurse II, Specialist	22.74
12314 - Registered Nurse III	27.46
12315 - Registered Nurse III, Anesthetist	27.46
12316 - Registered Nurse IV	32.99

13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19. 80
13011 - Exhibits Specialist I	16. 95
13012 - Exhibits Specialist II	20. 94
13013 - Exhibits Specialist III	25. 64
13041 - Illustrator I	16. 95
13042 - Illustrator II	20. 94
13043 - Illustrator III	25. 64
13047 - Librarian	22. 07
13050 - Library Technician	13. 51
13071 - Photographer I	17. 08
13072 - Photographer II	19. 14
13073 - Photographer III	23. 59
13074 - Photographer IV	28. 86
13075 - Photographer V	35. 04
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8. 06
15030 - Counter Attendant	8. 06
15040 - Dry Cleaner	10. 14
15070 - Finisher, Flatwork, Machine	8. 06
15090 - Presser, Hand	8. 06
15100 - Presser, Machine, Drycleaning	8. 06
15130 - Presser, Machine, Shirts	8. 06
15160 - Presser, Machine, Wearing Apparel, Laundry	8. 06
15190 - Sewing Machine Operator	10. 80
15220 - Tailor	11. 46
15250 - Washer, Machine	8. 75
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19. 86
19040 - Tool and Die Maker	22. 90
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	20. 08
21020 - Material Coordinator	15. 09
21030 - Material Expediter	15. 09
21040 - Material Handling Laborer	14. 40
21050 - Order Filler	12. 87
21071 - Forklift Operator	18. 06
21080 - Production Line Worker (Food Processing)	16. 32
21100 - Shipping/Receiving Clerk	15. 17
21130 - Shipping Packer	15. 17
21140 - Store Worker I	12. 31
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15. 53
21210 - Tools and Parts Attendant	18. 06
21400 - Warehouse Specialist	16. 32
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21. 40
23040 - Aircraft Mechanic Helper	16. 99
23050 - Aircraft Quality Control Inspector	22. 06
23060 - Aircraft Servicer	19. 19
23070 - Aircraft Worker	20. 09
23100 - Appliance Mechanic	17. 65
23120 - Bicycle Repairer	14. 81
23125 - Cable Splicer	22. 77
23130 - Carpenter, Maintenance	21. 23
23140 - Carpet Layer	18. 60
23160 - Electrician, Maintenance	23. 34
23181 - Electronics Technician, Maintenance I	20. 74
23182 - Electronics Technician, Maintenance II	23. 58
23183 - Electronics Technician, Maintenance III	25. 30
23260 - Fabric Worker	16. 86
23290 - Fire Alarm System Mechanic	19. 80
23310 - Fire Extinguisher Repairer	16. 75
23340 - Fuel Distribution System Mechanic	19. 80
23370 - General Maintenance Worker	16. 43
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18. 98
23430 - Heavy Equipment Mechanic	21. 95
23440 - Heavy Equipment Operator	23. 88
23460 - Instrument Mechanic	22. 28
23470 - Laborer	11. 17
23500 - Locksmith	19. 24
23530 - Machinery Maintenance Mechanic	21. 61
23550 - Machinist, Maintenance	19. 43
23580 - Maintenance Trades Helper	12. 47
23640 - Millwright	21. 74
23700 - Office Appliance Repairer	19. 24
23740 - Painter, Aircraft	18. 88
23760 - Painter, Maintenance	17. 45

23790 - Pipefitter, Maintenance	24. 16
23800 - Plumber, Maintenance	21. 88
23820 - Pneudraulic Systems Mechanic	19. 91
23850 - Rigger	18. 47
23870 - Scale Mechanic	18. 45
23890 - Sheet-Metal Worker, Maintenance	20. 97
23910 - Small Engine Mechanic	16. 35
23930 - Telecommunication Mechanic I	18. 00
23931 - Telecommunication Mechanic II	20. 41
23950 - Telephone Lineman	19. 80
23960 - Welder, Combination, Maintenance	18. 00
23965 - Well Driller	19. 80
23970 - Woodcraft Worker	19. 91
23980 - Woodworker	16. 91
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10. 33
24580 - Child Care Center Clerk	13. 41
24600 - Chore Aid	9. 16
24630 - Homemaker	14. 91
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20. 49
25040 - Sewage Plant Operator	23. 33
25070 - Stationary Engineer	20. 49
25190 - Ventilation Equipment Tender	15. 89
25210 - Water Treatment Plant Operator	23. 33
27000 - Protective Service Occupations	
(not set) - Police Officer	24. 02
27004 - Alarm Monitor	15. 76
27006 - Corrections Officer	19. 80
27010 - Court Security Officer	23. 51
27040 - Detention Officer	23. 51
27070 - Firefighter	24. 91
27101 - Guard I	8. 50
27102 - Guard II	12. 44
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18. 78
28020 - Hatch Tender	18. 78
28030 - Line Handler	18. 78
28040 - Stevedore I	18. 35
28050 - Stevedore II	19. 61
29000 - Technical Occupations	
21150 - Graphic Artist	21. 29
29010 - Air Traffic Control Specialist, Center (2)	30. 29
29011 - Air Traffic Control Specialist, Station (2)	20. 88
29012 - Air Traffic Control Specialist, Terminal (2)	23. 01
29023 - Archeological Technician I	18. 88
29024 - Archeological Technician II	21. 10
29025 - Archeological Technician III	26. 14
29030 - Cartographic Technician	24. 74
29035 - Computer Based Training (CBT) Specialist/ Instructor	25. 65
29040 - Civil Engineering Technician	21. 28
29061 - Drafter I	15. 03
29062 - Drafter II	16. 87
29063 - Drafter III	19. 04
29064 - Drafter IV	23. 59
29081 - Engineering Technician I	15. 93
29082 - Engineering Technician II	17. 87
29083 - Engineering Technician III	20. 17
29084 - Engineering Technician IV	24. 99
29085 - Engineering Technician V	30. 56
29086 - Engineering Technician VI	36. 96
29090 - Environmental Technician	20. 86
29100 - Flight Simulator/Instructor (Pilot)	27. 80
29160 - Instructor	24. 21
29210 - Laboratory Technician	16. 86
29240 - Mathematical Technician	19. 91
29361 - Paralegal/Legal Assistant I	17. 12
29362 - Paralegal/Legal Assistant II	19. 24
29363 - Paralegal/Legal Assistant III	21. 34
29364 - Paralegal/Legal Assistant IV	23. 05
29390 - Photooptics Technician	19. 56
29480 - Technical Writer	21. 73
29491 - Unexploded Ordnance (UXO) Technician I	19. 25
29492 - Unexploded Ordnance (UXO) Technician II	23. 29
29493 - Unexploded Ordnance (UXO) Technician III	27. 92
29494 - Unexploded (UXO) Safety Escort	19. 25
29495 - Unexploded (UXO) Sweep Personnel	19. 25

29620 - Weather Observer, Senior (3)	20.86
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.84
29622 - Weather Observer, Upper Air (3)	17.84
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.85
31260 - Parking and Lot Attendant	8.95
31290 - Shuttle Bus Driver	12.07
31300 - Taxi Driver	10.57
31361 - Truckdriver, Light Truck	12.07
31362 - Truckdriver, Medium Truck	17.28
31363 - Truckdriver, Heavy Truck	18.22
31364 - Truckdriver, Tractor-Trailer	18.22
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.66
99030 - Cashier	10.13
99041 - Carnival Equipment Operator	11.56
99042 - Carnival Equipment Repairer	11.98
99043 - Carnival Worker	8.83
99050 - Desk Clerk	10.80
99095 - Embalmer	22.36
99300 - Lifeguard	10.12
99310 - Mortician	22.36
99350 - Park Attendant (Aide)	12.70
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.06
99500 - Recreation Specialist	14.11
99510 - Recycling Worker	15.98
99610 - Sales Clerk	12.84
99620 - School Crossing Guard (Crosswalk Attendant)	14.14
99630 - Sport Official	10.39
99658 - Survey Party Chief (Chief of Party)	26.94
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	21.50
99660 - Surveying Aide	15.72
99690 - Swimming Pool Operator	11.47
99720 - Vending Machine Attendant	12.00
99730 - Vending Machine Repairer	15.32
99740 - Vending Machine Repairer Helper	13.10

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$2.36 an hour or \$94.40 a week or \$409.07 a month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.  
 &&&&&&&&&

## ACCOUNTING AND APPROPRIATION DATA

AA: 21420500000 088082 32304LF61170000000000 E314 35026  
 COST 000000000000  
 CODE:  
 AMOUNT: \$186,961.32

## CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items OCT 2003

## CLAUSES INCORPORATED BY FULL TEXT

### Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).



\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

XX (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

- \_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- XX (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- \_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- \_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- \_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- \_\_\_ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acq.osd.mil/dp/dars/dfars.html>

(End of clause)